



Embassy of the United States of America

Tokyo, Japan

April 14, 2020

Dear Prospective Quoters:

Subject: Request for Quotations Number 19JA80-20-Q-0622
Restore Small Eaves Over 2nd Floor Windows for CMR of the U.S.
Embassy Tokyo, Japan

The Embassy of the United States of America seeks to set up a purchase order with a qualified, responsible, and reliable firm for Restore Small Eaves Over 2nd Floor Windows for CMR of the U.S. Embassy Tokyo, Japan.

Note: All Contractors have to be registered in the SAM (System for Award Management) Database <https://www.sam.gov> prior to contract award pursuant to FAR provision 5.207. Therefor prospective quoters are encouraged to register prior to the submittal of quotations. The guidelines for registration in SAM are also available at the above web address.

If you would like to submit a quotation, follow the instructions in Section J of the Request for Quotations (RFQ). Quotations shall be **electronically** submitted with RFQ No. 19JA8020Q0622 in the email title line to YonahaMX@State.gov by **no later than (NLT) 11:00 Friday, April 24, 2020** (Local Time). Hand-delivery or mail submissions of the quotations are NOT acceptable for this solicitation.

1. Pre-Quotation Briefing

(a) The U.S. Embassy intends to hold a site visit from **10:00 hours to on/about 11:00 hours, Friday April 17, 2020 (local time)**. Participants shall meet at the Front reception of the U.S. Embassy Tokyo Office at 1-10-5 Akasaka, Minato-Ku, Tokyo Japan 107-8420.

(b) All interested quoters who wish to attend must submit individual name(s), company name and address, telephone and fax numbers, and email address to Mieko Yonaha at FAX 03-3224-5179 or email at YonahaMX@state.gov by no later than **15:00 hours Wednesday April 15, 2020 (local time)**, to arrange entry to the Chancery of the Embassy Premise.

(c) Attendee(s) must present an Identification (ID) card (e.g. driver's license, passport, etc.) with photo on it when entering the U.S. Embassy Tokyo Office. Important: Attendee name(s) submitted after the above specified time and date will not be accepted.

(d) Taking photographs are NOT ALLOWED within the building and grounds and all cameras are left outside the gate prior to enter into the U.S. Embassy Tokyo Office.

(e) Please note that PCs, electronic measuring equipment, cameras, and any kinds of electronic device are NOT ALLOWED to bring for this site visit. Gate Guards do NOT HOLD/KEEP them for you while you are inside the building/facilities.

2. Questions

Following the site visit, interested quoters may submit questions in English in regard to this RFQ **by 12:00 noon, Monday April 20, 2020** by e-mail to YonahaMX@State.gov. All questions will be consolidated, and one response will be prepared and posted on Embassy website, the same website from where you obtain the RFQ documents.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the RFQ process.

Sincerely,

Darin A. Phaovisaid

Darin Phaovisaid
Contacting Officer

Enclosure: Request for Quotations 19JA80-20-Q-0622

REQUEST FOR QUOTATIONS (RFQ) <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [✓] IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1	OF 1	PAGES 34
1. REQUEST NO. 19JA80-20-Q-0622	2. DATE ISSUED NO. April 14, 2020	3. REQUISITION/PURCHASE REQUEST PR9136260	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5A. ISSUED BY Procurement/Contracting Office U.S. Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan			6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) NAME Mieko YONAHARA			TELEPHONE NUMBER AREA CODE 03		NUMBER 3224-5208	
8. TO:			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
a. NAME		b. COMPANY		9. DESTINATION		
c. STREET ADDRESS				a. NAME OF CONSIGNEE		
d. CITY		e. STATE		b. STREET ADDRESS		
		f. ZIP CODE		c. CITY		
				d. STATE		
				e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: April 24, 2020; 11:00 a.m.		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Restore Small Eaves Over 2nd Floor Windows for CMR of the U.S. Embassy Tokyo, Japan, in accordance with terms and conditions of the Request for Quotations. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference	1	Project		(Total)
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR AR DAYS %	d. CALENDAR DAYS NUMBER %

NOTE: Additional provisions and representations [13 NAME AND ADDRESS OF QUOTER ✓] are [] are not attached.

a. NAME and ADDRESS OF QUOTER (COMPANY)			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION
c. COUNTY			16. SIGNER a. NAME (Type or print)		b. TELEPHONE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE
					NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 18 (Rev. 6-95)

Previous edition not usable

Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

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Attachment I-1 - Statement of Work

Section A: Price

A.1 The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead, and profit.

Labor : ¥ _____

Materials : ¥ _____

Total : ¥ _____

Note: The U.S. Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.

(For non-Designated Stores, please visit the following link for registration:

<http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

A.2 Offers and Payment in U.S. dollars: U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

Foreign firms: Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

Section B: Scope of Work

The character and scope of the work are set forth in the contract, see Attachment I-1 - Statement of Work. The Contractor shall furnish and install all materials required by this purchase order.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

Section C: Packaging and Marking

Mark materials delivered to the site as follows:

U.S. Embassy Tokyo Office
1-10-5 Akasaka
Minato-Ku, Tokyo, Japan, 107-8420

Section D: Inspection and Acceptance

The Contracting Officer's Representative (COR), or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this purchase order, which may be required by the Contracting Officer as a result of such inspection.

D.1 Substantial Completion

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the U.S. Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial

completion shall not be deemed an acceptance of any work under the contract.

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests. The Contractor shall give the Contracting Officer's Representative at least five days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer's Representative determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- (a) Satisfactory completion of all required tests,
- (b) A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (c) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

Section E: Deliveries or Performance

E.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract on the date specified in the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not to exceed 60 calendar days after commencement of work.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

E.2 Contractor's Submission of Construction Schedules

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 10 calendar days after receipt of an executed purchase order".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the purchase order.
- (e) Acceptance of Schedule. When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

E.3 Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than 10 days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

E. 4 Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

E.5 Working Hours

All work shall be performed during the hours between 08:30 and 17:30, on Mondays through Sundays. Noise, dust, smell-generated work shall be performed on weekends. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.6 Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at the Facility Management Office of the U.S. Embassy Tokyo to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.7 Deliverables - The following items shall be delivered under this purchase order:

<u>Description</u>	<u>Qty.</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Subsection D.1 Request for Substantial Completion	1	15 days before inspection	COR
Subsection D.2.1 Request for Final Completion	1	5 days before inspection	COR
Subsection D.2.4 Request for Final Acceptance	1	5 days before instruction	COR
Subsection E.3 Construction Schedule	1	10 days after award	COR
Subsection E.7 Preconstruction Conference	1	10 days after award	COR

Section F: Administrative Data

F.1 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this purchase order is the Construction Specialist of Facility Management Office at the U.S. Embassy Tokyo, Japan.

F.2 Payment

The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following elaborates on the information contained in that clause:

Requests for payment, may be made no more frequently than monthly.

Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

In the invoicing section, you need to address the payment of DBA, and the contractor shall submit a separate and proper invoice(s) after proof of DBA insurance to include the specific timeframe of coverage. The contractor shall submit a separate and proper invoice(s) after proof of DBA insurance to include the specific timeframe of coverage.

Invoices can be mailed to the following address or submitted electronically to TokyoInvoices@state.gov:

U.S. Embassy Tokyo
Attn: FMC (Invoice/PO#19JA8020P0622)
1-10-5 Akasaka, Minato-ku, Tokyo 107-8420 Japan

Section G: Special Requirements

G.1 Reserved

G.2 Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) Bodily Injury on or off the site stated in Japanese Yen:

Per Occurrence ¥30,000,000

Cumulative ¥90,000,000

(2) Property Damage on or off the site in Japanese Yen:

Per Occurrence ¥3,000,000

Cumulative ¥9,000,000

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3 Document Descriptions

G.3.1 Supplemental Documents. The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered

necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents. After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5 Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the U.S. Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.6 Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer's Representative.

G.7 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9 Zoning Approvals and Permits

The U.S. Government shall be responsible for:

- (a) obtaining proper zoning or other land use control approval for the project
- (b) obtaining the approval of the Contracting Drawings and Specifications
- (c) paying fees due for the foregoing; and,
- (d) for obtaining and paying for the initial building permits.

G.10 52.211-12 Liquidated Damages-Construction

As prescribed in [11.503](#)(b), Liquidated Damages-Construction (Sept 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of ¥10,000 for each calendar day of delay until the work is completed or accepted.
- (c) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

Section H: Clauses

H.1 This purchase order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://acquisition.gov/far/index.html> or,
<http://farsite.hill.af.mil/vffara.htm>

Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access links to the FAR.

You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

H.2 The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference (48 CFR CH. 1):

Clause	Title and Date
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52.202-1	Definitions (NOV 2013)
52.203-17	Contractor Employee Whistleblower Rights and requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest when Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.213-4	Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items) (JAN 2020)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2018)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)

52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)

52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)

52.228-5 Insurance - Work on a Government Installation (JAN 1997)

52.228-11 Pledges of Assets (JAN 2012)

52.228-13 Alternative Payment Protection (JULY 2000)

52.228-14 Irrevocable Letter of Credit (NOV 2014)

52.229-6 Taxes - Foreign Fixed-Price Contracts (FEB 2013)

52.229-7 Taxes - Fixed Price Contracts with Foreign Governments (FEB 2013)

52.232-5 Payments Under Fixed-Price Construction Contracts (MAY 2014)

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-11 Extras (APR 1984)

52.232-18 Availability of Funds (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.232-25 Prompt Payment (JULY 2013)

52.232-27 Prompt Payment for Construction Contracts (MAY 2014)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)

52.232-34 Payment by Electronic Funds Transfer - Other Than System for Award Management (JULY 2013)

52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)

52.233-3 Protest After Award (AUG 1996)

52.236-2 Differing Site Conditions (APR 1984)

52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)

52.236-5 Material and Workmanship (APR 1984)

52.236-6 Superintendence by the Contractor (APR 1984)

52.236-7 Permits and Responsibilities (NOV 1991)

52.236-8 Other Contracts (APR 1984)

52.236-9 Protection of Existing Vegetation, Structures, equipment, Utilities, and Improvements (APR 1984)

52.236-10 Operations and Storage Areas (APR 1984)

52.236-11 Use and Possession Prior to Completion (APR 1984)

52.236-12 Cleaning Up (APR 1984)

52.236-13 Accident Prevention (NOV 1991)

52.236-14 Availability and Use of Utility Services (APR 1984)

52.236-15 Schedules for Construction Contracts (APR 1984)

52.236-21 Specifications and Drawings for Construction (FEB 1997)

52.236-26 Preconstruction Conference (FEB 1995)

52.242-14 Suspension of Work (APR 1984)

52.243-4 Changes (JUN 2007)

52.243-5 Changes and Changed Conditions (APR 1984)

52.244-6 Subcontracts for Commercial Items (AUG 2018)
52.245-2 Government Property Installation Operation Services (APR 2012)

52.245-9 Use and Charges (APR 2012)
52.246-12 Inspection of Construction (AUG 1996)
52.246-17 Warranty of Supplies of a Noncomplex Nature (JUN 2003)
52.246-21 Warranty of Construction (MAR 1994)
52.249-2 Termination for Convenience of the Government (Fixed Price) (APR 2012) Alternate I (SEPT 1996)
52.249-10 Default (Fixed-Price Construction) (APR 1984)
52.249-14 Excusable Delays (APR 1984)

H.3 The following Department of State Acquisition Regulation (DOSAR) clauses are set forth in full text:

DOSAR 652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

DOSAR 652.229-71 Personal Property Disposition at Posts Abroad (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) clearly identify themselves and their contractor affiliation in meetings;
- (3) identify their contractor affiliation in Departmental email and phone listings whenever contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.236-70 Additional Safety Measures (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385 1 1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 3851-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the Contracting Officer and/or COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government onsite representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385 1 1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity.

(4) AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) that it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) that it has obtained all necessary licenses and permits required to perform this contract; and,

(3) that it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.243-70 Notices (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

Section I: List of Attachments

Attachment I-1 - Statement of Work

Section J: Quotation Information

J.1 Qualifications of Quoters

Quoters must be technically qualified and financially responsible to perform the work described in this Request for Quotations. At a minimum, each Quoter must meet the following requirements:

- (1) be able to understand written and spoken English;
- (2) have an established business with a permanent address and telephone listing;
- (3) be able to demonstrate prior construction experience with suitable references;
- (4) have the necessary personnel, equipment and financial resources available to perform the work;
- (5) have all licenses and permits required by local law;
- (6) meet all local insurance requirements;
- (7) have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution; (8) have no adverse criminal record; and
- (8) have no political or business affiliation which could be considered contrary to the interests of the United States.

J.2 Submission of Quotations

This Request for Quotation is for the performance of the construction services described in Section B: Statement of Work, and the Attachments which are a part of this Request for Quotations.

Each quotation must consist one copy of the following:

- (1) Volume 1 - Standard Form (SF) 18. Volume 1 consists of completion of blocks 11(f), 13a, 14, 15, 16a, 16b, and 16c of the form.
- (2) Volume 2 - Price. Volume 2 consists of Section A: Price. Quoters must include the currency which they are submitting their price in.
- (3) Volume 3 - Representations and Certifications. Volume 3 consists of Section L: Representations, Certifications, and Other Statements of Quoters (complete all portions that are applicable).

Submit the complete quotation by electronically to YonahaMX@State.gov by **no later than 11:00 a.m., Friday, April 24, 2020 (local time)**. No quotations will be accepted after this time, and no hand-carry or faxed quotations shall be accepted.

The quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this Request for Quotations in the appropriate volume of the offer.

J.3 FAR 52.236-27 Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.2363, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this Request for Quotations. Accordingly, quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **Friday, April 17, 2020 at 10:00 hrs.**

(C) Participants shall meet at the Receptionist of the U.S. Embassy Tokyo Office located at 1-10-5 Akasaka, Minato-Ku, Tokyo 107-8420.

J.4 Magnitude of Construction Project

It is anticipated that the range in price of this contract will be:

(b) Between \$25,000 and \$100,000.

J.5 Late Quotations

Late quotations shall be handled in accordance with Federal Acquisition Regulation (FAR).

J.6 FAR 52.252-1 Solicitation Provisions Incorporated by Reference
(FEB 1998)

This purchase order incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation. In lieu of submitting the full text of those provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation. In addition, the full text of a Request for Quotations provision may be accessed electronically at:

<https://www.acquisition.gov/browse/index/far> or <http://farsite.hill.af.mil/>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Ti>

[tle48/48chapter6.tpl](#) to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

J.7 The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>Provision</u>	<u>Title and Date</u>
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52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.215-1	Instructions to Offerors - Competitive Acquisition (JAN 2004)

Section K: Evaluation Criteria

K.1 Evaluation of Quotations

(a) Award will be made to the lowest priced, responsible quoter. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price.

(b) Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.

K.2 The U.S. Government will determine acceptability by assessing the quoter's compliance with the terms of the Request for Quotations. The U.S. Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

(a) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(b) satisfactory record of integrity and business ethics;

(c) necessary organization, experience, and skills or the ability to obtain them;

(d) necessary equipment and facilities or the ability to obtain them; and

(e) otherwise qualified and eligible to receive an award under applicable laws and regulations.

Section L: Representations, Certifications, and Other Statements of Quoters

L.1 FAR 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions:

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN) TIN:

____ TIN has been applied for.

____ TIN is not required because:

- ____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ____ Offeror is an agency or instrumentality of a foreign government;
- ____ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization

- ____ Sole Proprietorship;
- ____ Partnership;
- ____ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);
☐ Government Entity (Federal, State, or local);
☐ Foreign Government;
☐ International Organization per 26 CFR 1.6049-4;
☐ Other _____

(f) Common Parent

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name: _____

TIN: _____

L.2 FAR 52.204-8 Annual Representations and Certifications (MAR 2020)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, and 237990.

(2) The small business size standard is \$36.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed price contract

or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System For Award Management

(v) 52.204-5, Women-Owned Business (Other Than Small Business).

This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vii) 52.209-5; Certification

Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding

Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard. (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22,

Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity. (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity. (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at

52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7. (xix) 52.225-2, Buy American Certificate.

This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies. (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies. (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran- Representation and Certification. This provision applies to all solicitations.

(xxiii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child

Labor for Listed End Products.

___(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___(vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

L.3 FAR 52.225-18 Place of Manufacture (SEPT 2006)

(a) Definitions. As used in this clause –

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except–

(1) FSC 5510, Lumber and Related Basic Wood Materials;

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly – (1) ☐ In the United States (*Check this box if the total anticipated price of offered end products manufactured in the*

United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

L. 4 Authorized Contract Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

L. 5 FAR 52.225-20 Prohibition on Conducting Restricted Business

Operations in Sudan – Certification (AUG 2009)

(a) *Definitions.* As used in this provision–

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan

Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

L.6 FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations Representation (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(C)Representation. The Offeror represents that -

(1) It ___is, ___is not an inverted domestic corporation; and (2) It ___is, ___is not a subsidiary of an inverted Domestic corporation.

Statement of Work

Project Title : RESTORE SMALL EAVES OVER 2ND FLOOR WINDOWS IN CMR

1. General:

Unless otherwise stipulated, the Contractor shall provide all materials, labor, tools, equipment, transportation and other facilities necessary for the execution and completion of the work.

All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. All local labor standards for occupational safety and health apply to this contract.

2. Scope of Work:

Restore small eaves over 2nd floor windows in Ambassador Residence (CMR) at 1-10-5 Akasaka, Minatoku, Tokyo.

3. Materials, Standards of Work/Conduct, Contractor Personnel:

3.1. Unless otherwise specified herein, all the materials to be used for the contracted work shall be new and meet or exceed the Japanese Industrial Standard (JIS).

3.2. Unless otherwise stipulated herein, all the work required under this contract shall be accomplished in conformity to Japan Architectural Standard Specification (JASS).

3.3. The Contractor shall enforce strict discipline, good order among his employees and assure workmanship of quality. The Contractor shall insure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades. The Contractor shall obtain all required licenses and permits at no additional cost to the Government, and shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the contracted work, and shall further be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance. The Contractor agrees to release the Government from all damages or claims arising from the work covered by this contract.

4. Work Schedule and Duration:

No work on site shall be commenced without the COR's approval on the work schedule to be submitted by the contractor. The Contractor shall complete the work within 60 calendar days after commencement of the work. Subject to climatic conditions, exceptions can be granted by the COR and/or Contracting Officer.

5. Contractor's Submittal:

5.1. The Contractor shall submit a work plan and schedule, safety plan, setting forth date, time, personnel and time line to completion in English for approval by the COR.

5.2. The Contractor shall submit any material and color samples as requested by the COR and obtain the advance approval of using for the contracted work by the COR.

6. Guarantee:

Unless otherwise stipulated herein, the Contractor shall guarantee the Contractor furnished materials and workmanship of the work completed under this contract for a one-year period from the date of the Government's acceptance of the work completion.

7. Inspection by COR:

The COR, or COR's designee may inspect and test all work and materials required under this contract on at any time basis. If any of the work and/or materials does not conform to the contract requirements, the Government may require the Contractor to perform the service again and/or replace the materials in conformity to the contract requirements, at no additional cost to the Government.

9. Debris Disposal:

Debris produced from the work shall be disposed on a daily basis outside the CMR site in compliance with applicable local codes for the industrial waste disposal. The contractor shall at all times keep the premises free from accumulation of waste materials, rubbish and/ or debris derived from the works or the contractor's employee, and at the completion of each work day, shall restore the work site to be neat and clean. In case of non-conformity by the Contractor, the COR shall have the option to remove the materials, rubbish and/or debris and charge the Contractor up to twice the cost incurred for each occurrence.

10. Utilities:

Electricity, both 200V 3 phase and 100V single phase are available at the CMR site. City water is also available from the faucets/bibcock outside the residence building. Electricity and water are provided at no cost to the Contractor during the construction. Both shall be utilized solely for the contracted work, never for the other purpose.

11. Restore small eaves

11.1. A total of 24 sets of small eaves over 2nd floor windows are required for the restoration:

Window number	Eave width	Quantity
W10	2800 mm	7 sets
W2	1800 mm	11 sets
W12	1600 mm	4 sets
W17	1200 mm	1 set
W11	1200 mm	1 set

11.2 Erect scaffolding to the necessary height for the eaves repair work over the 2nd floor windows.

11.3 Furnish chemical paint remover AQUA REMOVER ECO from KIKUSUI or equivalent grade and apply on the painted surface of the eaves. Wrap with plastic sheet and keep for 48 hours.

11.4 Unwrap the plastic sheet. Protect exterior surfaces around the eaves by covering aluminum plate. Apply super high-pressured water jet spray and remove the paint layers including putty and filler from the eaves and expose copper surfaces completely. Contractor shall apply the jet wash starting from 70Mpa and gradually increase the pressure up to 130Mpa until the old paints starts peeling off.

11.5 Inspect carefully if each bared copper eave has any holes. Fill the holes with epoxy base putty and apply sandpaper to smooth the surface.

11.6 Apply de-natured silicone caulking along the edges of the eaves and concrete exterior walls.

11.7 Apply epoxy base primer on the copper surfaces. Apply Fluorine-based synthetic resin topcoat paint. Black on top and white color under the eaves.

End of scope.